

THE UNITED STATES DISTRICT COURT
THE DISTRICT OF DELAWARE

WAYNE VAN SCOY	:	
	:	
Plaintiff	:	
	:	
V.	:	
	:	Civil Action No. 05-108-KAJ
	:	
VAN SCOY DIAMOND MINE OF	:	
DELAWARE, INC., a Delaware Corporation	:	
KURT VAN SCOY, and	:	
DONNA VAN SCOY	:	
	:	
Defendants	:	
_____	:	

PERMANENT INJUNCTION

This Court, having reviewed and approved the Settlement Agreement executed by Plaintiff Wayne Van Scoy and Defendants Kurt Van Scoy, Donna Van Scoy and Van Scoy Diamond Mine of Delaware, Inc. (the name of which is in the process of being changed to "Van Scoy Diamonds of Delaware, Incorporated"), and being fully advised of the premises, enters this Permanent Injunction in this trademark action, as agreed between the parties in their Settlement Agreement.

It is ORDERED, ADJUDGED AND DECREED that:

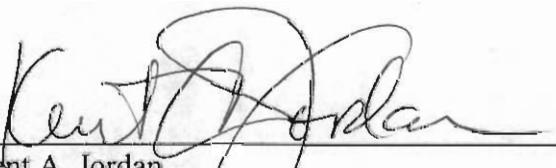
1. Wayne Van Scoy, Kurt Van Scoy, Donna Van Scoy and Van Scoy Diamond Mine of Delaware, Inc. (which shall in the future be named "Van Scoy Diamonds of Delaware, Incorporated") are ordered to abide by the terms of the signed Settlement Agreement dated April 11, 2006.
2. Under the terms of the settlement, Kurt Van Scoy, Donna Van Scoy and Van Scoy Diamond Mine of Delaware, Inc. (which shall in the future be named "Van Scoy Diamonds of Delaware, Incorporated"), its officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order

by personal service or otherwise, are permanently enjoined from the following conduct:

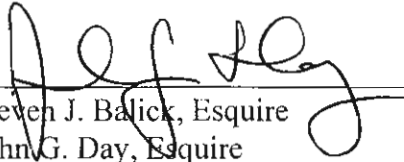
- i. using the mark "Van Scoy Diamond Mine" or the word "mine" as part or all of a trade name, business name, corporate name, service mark, trademark or trade designation description in connection with either the word "Van Scoy" or the word "Diamond" in connection with jewelry sales and services, provided however that defendants shall have the right to continue to use the mark "Van Scoy Diamond Mine" on whatever stock is on hand of packaging, gift boxes, purchase bags and the like in ordinary course of business at their Newark, Delaware store until such stock is exhausted or 31 October 2006, whichever comes first; or
 - ii. placing print and broadcast media, and outdoor signage advertising under the mark "Van Scoy Diamonds of Delaware" anywhere other than in the Newark/Wilmington, Delaware area.
3. This Court retains jurisdiction to enforce this Order, including the Injunction in paragraph 2 and the Settlement Agreement. The Court finds that the settlement constitutes a resolution of all claims between plaintiff Wayne Van Scoy and defendants Kurt Van Scoy, Donna Van Scoy and Van Scoy Diamond Mine of Delaware, Inc. (which shall in the future be named "Van Scoy Diamonds of Delaware, Incorporated"); and under Federal Rule of Civil Procedure 54(b), that there is no just reason for delay in the entry of judgment, and that this Permanent Injunction should be entered as a Final Judgment. Each party is to bear its own costs and attorney's fees

IT IS SO ORDERED.

Dated: May 5, 2006



Kent A. Jordan
United States District Judge

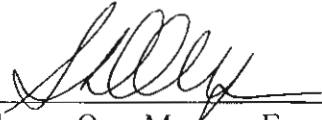


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